

MEMORANDUM OF AGREEMENT
BETWEEN
FORT BLISS, U.S. ARMY
AND
NEW MEXICO STATE OFFICE,
BUREAU OF LAND MANAGEMENT, U.S.D.I.
FOR THE
RENEWAL APPLICATION FOR THE WITHDRAWAL OF
MCGREGOR RANGE, NEW MEXICO

I. Statement of Purpose

Under provisions of Public Law 99-606, known as the Military Lands Withdrawal Act of 1986, Congress established military use as the priority purpose of McGregor Range, New Mexico for a period of 15 years beginning November 6, 1986. The Act specified that if the Secretary of the Army determined that McGregor Range would continue to be required for military purposes beyond November 6, 2001, that the U.S. Army Air Defense Artillery Center and Fort Bliss (Fort Bliss) would be required to notify the Bureau of Land Management (BLM) of its determination and to have completed a Draft Environmental Impact Statement no later than November 6, 1998. Fort Bliss must also provide an application for continued withdrawal, which will be processed by the BLM and decided on by Congress prior to expiration of the present withdrawal. To determine what will be required as part of this application, and what environmental documentation is appropriate, BLM and Fort Bliss have entered into this Memorandum of Agreement (MOA).

II. Environmental Impact Statement

1. Introduction and Purpose

Fort Bliss and the BLM recognize that an environmental impact statement (EIS) must be prepared by November 6, 1998 in support of Fort Bliss's renewal application for the withdrawal of McGregor Range, New Mexico. The renewal EIS must comply with the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. Sec. 4321, and all subsequent regulations implementing the Act (See Council on Environmental Quality (CEQ) regulations, 40 C.F.R. Parts 1500-1508), and fulfill applicable legal requirements.

It is the purpose of this section of the MOA to establish an agreement between Fort Bliss and BLM regarding the conditions and procedures to be followed in preparing an EIS to comply with

applicable laws and regulations through a joint Fort Bliss and BLM effort. Fort Bliss will be the lead Federal agency for the project and BLM will be a cooperating agency.

To meet its requirement for a renewal EIS on McGregor Range withdrawal, Fort Bliss has determined, and the BLM agrees, that the analysis in the renewal EIS covers the proposed action of continued withdrawal, the alternative of no withdrawal, and all other reasonable alternatives which may include boundary and time adjustments to the existing withdrawal. BLM agrees that Army activities shall be analyzed in a separate EIS on Fort Bliss's Ongoing Missions and Master Plan that will be incorporated into the renewal EIS. The BLM will also be a cooperating agency on the Ongoing Missions and Master Plan EIS, although this MOA addresses only the renewal EIS. Both parties to this MOA agree that the renewal EIS for continued withdrawal will focus on whether Congress should continue the withdrawal of McGregor Range for military purposes and under what conditions the withdrawal should continue.

2. General Provisions

a. Fort Bliss will select the contractor to perform as the third-party contractor for the renewal EIS. Factors Fort Bliss will consider in selecting the contractor will include the following general criteria:

- 1) Expertise in the areas of environmental concern, including water quality, ground water resources, biology, soils, land uses, air quality, archaeology, and socioeconomic values.

- 2) Expertise in preparing EISs for defense activities.

- 3) Ability to produce environmental analyses, demonstrated through experience or expertise.

- 4) Ability to produce thorough, concise, readable, and informative documents.

- 5) Evidence of a good working knowledge of NEPA, corresponding Federal and State regulations and applicable local ordinances, and other statutory requirements.

- 6) Ability to complete work in a timely manner.

b. The EIS contractor shall execute a disclosure statement specifying that it has no financial or other interest in the outcome of the project.

c. Fort Bliss will be the lead Federal agency in the joint, cooperative effort to prepare the EIS, and ultimately will be

responsible for assuring compliance with the requirements of NEPA.

d. Fort Bliss and the EIS contractor will be responsible for identifying and complying with Federal, State, and local laws, regulations, and other authorities that are applicable to completion of the project.

e. Fort Bliss will ensure that the EIS contractor will provide any technical and environmental information, data, and reports required for EIS preparation in a format suitable to both agencies.

f. Fort Bliss and BLM shall:

- 1) Designate a single point of contact on all matters concerning the McGregor Range EIS preparation.

- 2) Actively participate in all phases of EIS preparation.

- 3) Establish a mutually acceptable time schedule for the EIS process.

- 4) Develop an acceptable time schedule for the review of significant parts of the EIS as it is being developed.

- 5) Attend regular and other meetings with Federal, State, regional, and local agencies and interested individuals and groups for the purpose of increasing communication and receiving comments on the EIS.

- 6) Ensure cooperative coordination of efforts and exchange of information with the EIS contractor.

g. BLM will use its own funds to carry out its role as a cooperating agency.

3. Procedures

a. Prior to beginning EIS preparation, Fort Bliss will require the EIS contractor to prepare a "project management plan," which shall be provided to the BLM for coordination. The preparation plan will be used by Fort Bliss and the EIS contractor as an outline for EIS preparation along with Army Regulation 200-2 and the CEQ NEPA guidelines. The preparation plan may be modified only by Fort Bliss in the event that action or policy changes occur that affect project scope, or as response to the public participation process. BLM will be notified when significant modifications occur.

b. Fort Bliss and the EIS contractor will share the

responsibility for scoping meetings. The EIS contractor and Fort Bliss will make meeting arrangements and prepare all materials necessary for the meetings. BLM will attend as an agency representative. The EIS contractor will prepare a comment analysis after the scoping meetings. Fort Bliss will provide the comment analysis to the BLM prior to approval.

c. Fort Bliss and its EIS contractor will have primary responsibility for writing or rewriting all sections, parts, or chapters of the EIS and for establishing a schedule for completion of chapters consistent with the overall time schedule developed in the preparation plan.

d. Fort Bliss and its EIS contractor will provide the BLM with opportunities to review, comment on, and suggest changes to the EIS prior to public review of the document. The BLM will provide comments within a mutually agreed time period, not to exceed 30 calendar days.

e. Generally, joint meetings between the BLM, Fort Bliss and the EIS contractor shall be held to coordinate the EIS preparation.

f. Fort Bliss, assisted by its EIS contractor, is responsible for printing and distributing the EIS. Fort Bliss will release the draft EIS to the public and to Federal, State, and local agencies for review and comment. Fort Bliss will be responsible for filing the document with the Environmental Protection Agency (EPA). A public comment period of no less than 45 calendar days will be initiated when the Environmental Protection Agency publishes the "Notice of Availability" of the draft EIS in the Federal Register.

g. Fort Bliss will be the recipient of all comments on the draft EIS resulting from the review and comment period. Fort Bliss will provide copies of all comments to the BLM. As appropriate, Fort Bliss and the BLM will consider and address any comments on the draft EIS.

h. After the close of the Draft EIS review and comment period, Fort Bliss and BLM will discuss what issues and comments submitted by the public and Federal, State, and local agencies will require response in the final EIS. Fort Bliss and BLM will determine through consultation if any modifications to the text will be required. Any such modifications will be incorporated in the final EIS by Fort Bliss and the EIS contractor.

i. Upon revision of the text, which will include responses to the comments on the draft EIS, the Fort Bliss and the BLM will review the final EIS. Fort Bliss will file the final EIS with the EPA.

j. After the final EIS is completed and reviewed, an official designated by the Army will sign the Record of Decision (ROD).

III. Application Requirements

1. General Provisions

a. The requirements outlined in 43 C.F.R. Parts 2300-2310 (as of October 1, 1992) shall be followed, but discretion will be applied as appropriate and where provided for by regulation.

b. Information developed as part of the last renewal (1986) and currently available information shall be evaluated and utilized to the maximum extent to fulfill requirements.

c. The McGregor Range Land Withdrawal Management Plan, dated April 12, 1996, will serve as the basis for development of application requirements.

d. Fort Bliss will use the BLM's 1991 Resource Management Plan for McGregor Range as a guide in identifying which aspects of 43 C.F.R. Parts 2300-2310 are appropriate requirements for the McGregor Range withdrawal renewal application.

e. Any information the BLM will request to be included in the renewal application that is not identified in 43 C.F.R. Parts 2300-2310 must be communicated to Fort Bliss before January 31, 1997. The BLM and Fort Bliss will then negotiate any such requests for information to mutually determine what information will be required.

IV. Dispute Resolution

Both parties agree that if a dispute regarding the provisions of this MOA or responsibilities or requirements for the withdrawal application arises, efforts will be made to settle them amicably at the lowest possible level. If efforts to settle at the lowest level are unsuccessful, then the dispute will be elevated to the next higher level of management within each agency. If the next higher level of management for each agency is unable to resolve the dispute, then the dispute will be elevated to the next higher level still, and will continue to be elevated within the agencies until the dispute is resolved.

V. Termination

Each party to this MOA may terminate this agreement after 30 days prior notice, in writing, to the other party. During the intervening 30 days, the parties agree to actively attempt to resolve any disputes or disagreements.

VI. Duration of Agreement

This MOA is effective on the date all parties have signed and will terminate when a ROD is issued, unless terminated earlier pursuant to Section V above.

FOR FORT BLISS:

DATE: 20 Dec 96

SIGNED:

Commanding General
U.S. Army Fort Bliss, Texas

FOR THE BUREAU OF LAND MANAGEMENT:

DATE: 1-13-97

SIGNED:

New Mexico State Director
Bureau of Land Management

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